

DECLARATION AND POWER OF ATTORNEY FOR ORIGINAL U.S. PATENT APPLICATION

Attorney's Docket No. READP050

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

A HIGH SPEED, HIGH AREAL DENSITY INDUCTIVE WRITER FOR USE IN A MAGNETIC DATA RECORDING SYSTEM AND METHOD FOR MAKING SAME, the specification of which,

- (check one)
1. ☒ is attached hereto.
 2. ☐ was filed on _____ as
U.S. Application Serial No. _____
and was amended on _____.
 3. ☐ was filed on _____ as
International PCT Application Serial No. _____
and was amended on _____.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, CFR § 1.56.

I hereby claim foreign priority benefits under Title 35, United States code, § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT International application which designated at least one country other than the United States, listed below and have identified below, by checking the box, any foreign application for patent or inventor's certificate, or PCT International application having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Benefits Claimed?

| | | |
|-------------|-----------|---------------|
| _____ | _____ | _____ |
| (Appl. No.) | (Country) | (Filing Date) |
| _____ | _____ | _____ |
| (Appl. No.) | (Country) | (Filing Date) |
| _____ | _____ | _____ |
| (Appl. No.) | (Country) | (Filing Date) |

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

I hereby claim the benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) listed below:

| | |
|--------------------------|---------------|
| _____ | _____ |
| (Application Serial No.) | (Filing Date) |
| _____ | _____ |
| (Application Serial No.) | (Filing Date) |

I hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT International application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

Prior U.S. Application(s)

(Application Serial No.)

(Filing Date)

(Status - patented, pending, abandoned)

(Application Serial No.)

(Filing Date)

(Status - patented, pending, abandoned)

And I hereby appoint the law firm of Hickman Stephens Coleman & Hughes, including Paul L. Hickman (Reg. No. 28,516); L. Keith Stephens (Reg. No. 32,632); Brian R. Coleman (Reg. No. 39,145); Michael J. Hughes (Reg. No. 29,077); Dominic Kotab (Reg. No. 42,762); Raymond E. Roberts (Reg. No. 38,597); Vidya R. Bhakar (Reg. No. 42,323); Larry B. Guernsey (Reg. No. 40,008); Douglas E. Mackenzie (Reg. No. 38,955); Michael D. Plimier (Reg. No. 43,004); Ronald B. Feece (Reg. No. 46,327); Stefanie M. Howell (Reg. No. P45,929); and Robert D. Hayden (Reg. No. 42,645) as my principal attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

Send Correspondence To:

HICKMAN STEPHENS COLEMAN & HUGHES, LLP
P.O. BOX 52037
Palo Alto, California 94303-0746

Direct Telephone Calls To:

Ronald B. Feece at telephone number (408) 558-9950

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Typewritten Full Name of

Sole or First Inventor: Yingjian Chen

Citizenship:

P. R. China

Inventor's signature:



Date of Signature:

6/21/2000

Residence:

(City)

Fremont

(State/Country)

CA

USA

Post Office Address:

34759 Bowie Common

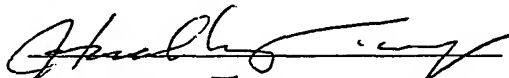
Full Name of Second Joint

Inventor (if any): Hua-Ching Tong

Citizenship:

U.S.

Inventor's signature:



Date of Signature:

6/21/00

Residence:

(City)

San Jose.

(State/Country)

CA

USA

Post Office Address:

2184 Josslyn Dr.

Full Name of Third Joint

Inventor (if any): Lei Wang

Citizenship:

Inventor's signature:

Date of Signature:

Residence:

(City)

(State/Country)

USA

Post Office Address:

Full Name of Fourth Joint

Inventor (if any): Xizeng Shi

Citizenship: USA

Inventor's signature: Xizeng Shi

Date of Signature: 6-21-00

Residence: (City) Fremont, CA 94539

(State/Country) CA /USA

Post Office Address: _____

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| _____ | _____ | _____ |
| (Appl. No.) | (Country) | (Filing Date) |

Priority Benefits Claimed?

| | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |

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Typewritten Full Name of
Sole or First Inventor:

Yingjian Chen

Citizenship:

P. R. China

Inventor's signature:



Date of Signature:

6/21/2000

Residence: (City)

Fremont

(State/Country)

CA /USA

Post Office Address:

34759 Bowie Common

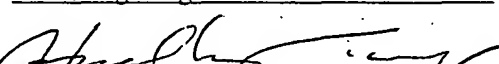
Full Name of Second Joint
Inventor (if any):

Hua-Ching Tong

Citizenship:

U.S.

Inventor's signature:



Date of Signature:

6/21/00

Residence: (City)

San Jose.

(State/Country)

CA /USA

Post Office Address:

7184 Josslyn Dr.

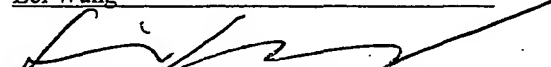
Full Name of Third Joint
Inventor (if any):

Lei Wang

Citizenship:

US

Inventor's signature:



Date of Signature:

7/4/00

Residence: (City)

Fremont

(State/Country)

CA /USA

Post Office Address:

350 McDuff Ave. 94539

Full Name of Fourth Joint

Inventor (if any): Xizeng Shi

Citizenship: USA

Inventor's signature: Xizeng Shi

Date of Signature: 6-21-00

Residence: (City) Fremont, CA 94539

(State/Country) CA /USA

Post Office Address: _____

ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS, dated as of July 31, 2003, is made and entered into by and between TEVIS T. THOMPSON, JR., in his capacity as TRUSTEE for the Bankruptcy Estate of READ-RITE CORPORATION, a Delaware corporation (the "*Trustee*"), and WESTERN DIGITAL (FREMONT), INC., a Delaware corporation, formerly known as RR(US) ACQUISITION CORPORATION (the "*Purchaser*"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Trustee and the Purchaser have entered into that certain Asset Purchase Agreement, dated as of July 24, 2003 (the "*Purchase Agreement*"), whereby the Trustee, has agreed to cause the Bankruptcy Estate to sell and assign, and Purchaser has agreed to buy and acquire rights, title and interests in and to the patents and patent applications which are a part of the Purchased Assets (as defined in the Purchase Agreement) (the "*Patents and Patent Applications*"), including without limitation those listed in Exhibit A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trustee hereby assigns, transfers and conveys to Purchaser any and all worldwide rights, title and interests Trustee holds, or may hold, in and to the Patents and Patent Applications, together with (a) any inventions described and claimed therein, (b) any applications claiming priority from the applications; (c) any and all utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) any and all patents (including reissues and re-examinations) which may be granted on the applications, and (e) any and all right of priority in the applications, together with all rights derived from any of the above, including but not limited to the right to sue for and collect damages for past, present and future infringement.

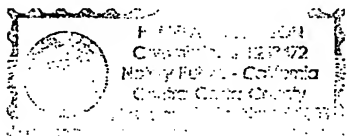
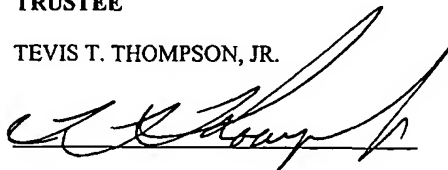
Trustee further agrees that, should additional or further documentation of the assignment be required for whatever reason, Trustee will, without further consideration, provide or execute such other information or documents as may be necessary upon Purchaser's reasonable request. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. Assignment of this Agreement shall be governed by the terms of Section 8.6 of the Purchase Agreement; provided, however, that no such assignment by either party shall relieve such party of any of its obligations under this Agreement. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of California applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts or law of any jurisdiction. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. This Agreement may be executed in one or more counterparts, and by the

different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Trustee has caused this Assignment of Patent Rights to be executed by its duly authorized representative effective as of the date first written above.

TRUSTEE


TEVIS T. THOMPSON, JR.



STATE OF California
COUNTY OF Contra Costa

On this 29 day of July, 2003, before me, a Notary Public in and for said State, personally appeared Tevis T. Thompson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS, my hand and official seal.


Notary Public

ACKNOWLEDGED AND AGREED:

PURCHASER

WESTERN DIGITAL (FREMONT), INC.

By: James O. Morris
Name: James Morris
Title: Vice President
Business Development